

**SERIAL 09099 RFP WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.) Contract - Continental Mobile Communication**

**DATE OF LAST REVISION: September 01, 2010 CONTRACT END DATE: August 31, 2013**

**CONTRACT PERIOD THROUGH AUGUST 31, 2013**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 01, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Materials Management

BW/mm  
Attach

Copy to: Materials Management  
John Ahl, OET  
Bob Rampy, MCSO

(Please remove Serial 04043-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

**SERIAL 09099 -RFP**

This Contract is entered into this 1<sup>st</sup> day of September, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Continental Mobile Communications, a Arizona corporation ("Contractor") for the purchase of satellite equipment and services.

### 1.0 CONTRACT TERM:

- 1.0 This Contract is for a term of three (3) years, beginning on the 1st day of September, 2010 and ending the 31<sup>st</sup> day of August, 2013.
- 1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:

- 2.3.1 The Contractor shall submit an electronic copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**3.0 AVAILABILITY OF FUNDS:**

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**4.0 DUTIES:**

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

**5.0 TERMS and CONDITIONS:**

**5.1 INDEMNIFICATION:**

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**5.2.10 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**5.2.11 Workers' Compensation.**

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**5.2.12 Certificates of Insurance.**

5.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.12.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**5.2.13 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**5.3 WARRANTY OF SERVICES:**

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the contractor (including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

**5.4 INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

**5.5 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Continental Mobile Communications  
P.O. Box 27408  
Scottsdale, AZ 85255

**5.6 REQUIREMENTS CONTRACT:**

5.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a written notice to proceed.

5.6.2 County reserves the right to cancel notice to proceed within a reasonable period of time after issuance. Should a notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits or performance of services prior to issuance of a notice to proceed.

**5.7 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**5.8 TERMINATION FOR DEFAULT:**

5.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**5.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**5.10 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**5.11 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**5.12 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

**5.13 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**5.14 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**5.15 RETENTION OF RECORDS:**

- 5.15.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 5.15.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**5.16 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**5.17 ALTERNATIVE DISPUTE RESOLUTION:**

- 5.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

- 5.17.1.1 Render a decision;

- 5.17.1.2 Notify the parties that the exhibits are available for retrieval; and

- 5.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

- 5.17.1.3.1 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

- 5.17.1.3.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.



**5.18 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**5.19 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**5.20 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

5.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of

the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**5.23 CONTRACTOR LICENSE REQUIREMENT:**

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

**5.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

5.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.24.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.24.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.24.3.1 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.24.3.2 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.24.4 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.24.5 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**5.25 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**5.26 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**5.27 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

- 5.27.1 Exhibit A, Pricing;
- 5.27.2 Exhibit A-1, Additional Pricing Options;
- 5.27.3 Exhibit B, Scope of Work; and
- 5.27.4 Exhibit C, Coverage Map

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY:**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

## EXHIBIT A PRICING

SERIAL 09099-RFP

PRICING SHEET: 9157501

BIDDER NAME:	<u>Continental Mobile Communications</u>
F.I.D./VENDOR #:	<u>W000001550</u>
BIDDER ADDRESS:	<u>25572 N. 113th Way Scottsdale, AZ 85255</u>
P.O. ADDRESS:	<u>P.O. Box 27408 Scottsdale, AZ 85255</u>
BIDDER PHONE #:	<u>480-368-1699 ext. 101 or 602-376-1000</u>
BIDDER FAX #:	<u>480-368-1883</u>
COMPANY WEB SITE:	<u>cmcaz.com</u>
COMPANY CONTACT (REP):	<u>Steve Fivelson</u>
E-MAIL ADDRESS (REP):	<u><a href="mailto:steve@cmcaz.com">steve@cmcaz.com</a></u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS:  
2% 10 DAYS NET 30

### 1.0 PRICING:

1.1 SATELLITE PLANS See Exhibit A-1 OFF ANY PUBLISHED PLAN

### 1.2 EQUIPMENT DISCOUNT

1.2.1 PHONES 10% OFF PUBLISHED PRICE

1.2.2 ACCESSORIES 10% OFF PUBLISHED PRICE

### 1.3 EMPLOYEE DISCOUNT

1.3.1 EMPLOYEE PLANS See Exhibit A-1 OFF ANY PUBLISHED PLAN

1.3.2 EMPLOYEE EQUIPMENT 10% OFF ANY EQUIPMENT

## EXHIBIT A-1 ADDITIONAL PRICING

### VSAT RATE PLANS:

### CONTRACT

3 GIG PLAN : 3 Mbps X 1 Mbps or 3 Mbps X 512 Kbps Burstable bandwidth

**\$395**

EMR PLAN: ( AVAILABLE FOR MOBILES ONLY )

3 Mbps X 1 Mbps or 3 Mbps X 512 Kbps Burstable bandwidth

Includes 10 Days of Usage Per Calendar Month, \$40 Each Additional Day

**\$345**

### MOBILE VSAT EQUIPMENT

### RETAIL

### CONTRACT

XF2.98MC, System, 6 watt NJT BUC, iDirect 3100 Modem

\$16,770

**\$14,995**

XF2.98MC, System, 8 watt NJT BUC, Flex guide, iDirect 3100 Modem

\$18,970

**\$17,495**

XF31.2MC, System, 6 watt NJT BUC, iDirect 3100 Modem

\$17,770

**\$16,995**

### STANDARD INSTALLATION OF ALL MOBILE VSAT EQUIPMENT

**\$795**

### FIXED SITE VSAT EQUIPMENT

Meter Fixed System, Andrews Antenna, 6 watt NJT BUC, 3100 Modem

\$2,799

**\$2,599**

Meter Fixed System, Andrews Antenna, 6 watt NJT BUC, 3100 Modem

\$3,999

**\$3,795**

### STANDARD INSTALLATION OF FIXED SITE EQUIPMENT

**\$795**

### SKYTERRA G2 SATELLITE PHONE AND 2-WAY DISPATCH RADIO

COMPONENTS INCLUDED:	
103001	G2 HUGHES 2100 TU
104114A	DT-240 HANDSET
101210	G2 SPACECOM MSV220 ANTENNA
101213	G2 SPACECOM MSV 220 POLE MOUNTING KIT
101214	G2 SPACECOM 150 FT ANTENNA CABLE

SUGGESTED RETAIL PRICE: \$5,584.00

CONTRACT PRICE: \$4,995.00

STANDARD INSTALLATION \$595.00



**Satellite Telephone Service Rates**  
**Service Rates per radio**

*Effective February 1, 2007*

**FIXED SITE, LAND MOBILE, AND TRANSPORTABLE RATE PLANS**

Rate Plan Code	915	916	914	913
Account Activation Fee (one time)	\$50	\$50	\$50	\$50
Monthly Access Fee	\$25	\$35	\$100	\$175
Minutes Included	0	30	60	175
Airtime Rate per Minute	\$1.49	\$1.19	\$1.09	\$0.89
Monthly Fax/Data Access (see note 3 & 4)	\$15	\$15	\$0	\$0
Standard GPS Monthly Access (see note 3 & 10)	\$7	\$7	\$7	\$7
Enhanced GPS Monthly Access (see note 3 & 10)	\$19	\$19	\$19	\$19
GPS Poll Rate (per poll)	\$0.60	\$0.60	\$0.60	\$0.60
Suspension Fee (one time)	\$16	\$16	\$16	\$16
Suspended Terminal Monthly Fee	\$10	\$10	\$10	\$10

**AERONAUTICAL RATE PLANS**

For Aeronautical Hardware and Service Rates, please contact Judi Boone with EMS Technologies:  
 (800) 600-9759 or [boone.j@ems-t.com](mailto:boone.j@ems-t.com)

**NOTES**

1. All SkyTerra Satellite Telephone Service rate plans are listed "per satellite radio" and require a 1-year minimum contract commitment.
2. Subscribers must have a billing address in the United States or its territories.
3. Actual coverage is subject to verification. Performance may vary due to look angle and line-of-sight constraints. Feature availability (such as GPS and data service) may vary by manufacturer and configuration of phone and antenna.
4. Airtime rate per minute applies to all airtime usage including voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for SkyTerra Satellite Telephone Service.
5. Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at specified airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates). International tolls are rated to the prevailing Eastern Time and may vary by time of day.
6. There is an extra \$10 set-up fee for each call management feature requested. (ie: call waiting, call forwarding, voicemail, etc.)
7. SkyTerra Satellite Telephone Service rates do not include dispatch service (see current SkyTerra Satellite Dispatch Service rates for pricing).
8. Rates subject to change.
9. The one time suspension fee is assessed at the time of suspension. There is no cost to resume service to a suspended unit.
10. GPS is offered strictly with the MSAT-G2 Satellite Radio. The Standard GPS option assumes subscribers will use their own application in accordance with SkyTerra's Application Interface documentation. The Enhanced GPS option provides access to a MSAT-G2 GPS web-based application package. Position reports are automatically generated for telephone (or dispatch) calls; additional polling requests by subscriber are subject to the "per poll" fee.

**Satellite Dispatch Service - Service Rates per radio***Effective July 9, 2007*

<b>RATE PLANS</b>			
Charges Per Satellite Radio	Regional 2-beams	CONUS 3-beams	All Regions 5-beams
<b>Basic Rate Plan</b>	<b>908</b>	<b>928</b>	<b>929</b>
Talkgroup access per month (see Note 7)	\$69	\$99	\$129
Included Airtime minutes	0	0	0
<b>PTT Value 50 Rate Plan</b>	<b>940</b>	<b>941</b>	<b>942</b>
Talkgroup access per month (see Note 7)	\$114	\$144	\$174
Included Airtime minutes*	50	50	50
<b>PTT Value 150 Rate Plan</b>	<b>950</b>	<b>951</b>	<b>952</b>
Talkgroup access per month (see Note 7)	\$194	\$224	\$254
Included Airtime minutes*	150	150	150
<b>PTT Value 300 Rate Plan</b>	<b>960</b>	<b>961</b>	<b>962</b>
Talkgroup access per month (see Note 7)	\$301	\$331	\$361
Included Airtime minutes*	300	300	300
<b>PTT Value 600 Rate Plan</b>	<b>970</b>	<b>971</b>	<b>972</b>
Talkgroup access per month (see Note 7)	\$483	\$513	\$543
Included Airtime minutes*	600	600	600
<b>PTT Value 1250 Rate Plan</b>	<b>980</b>	<b>981</b>	<b>982</b>
Talkgroup access per month (see Note 7)	\$738	\$768	\$798
Included Airtime minutes*	1250	1250	1250
<b>PTT Value 2000 Rate Plan</b>	<b>990</b>	<b>991</b>	<b>992</b>
Talkgroup access per month (see Note 7)	\$902	\$932	\$962
Included Airtime minutes*	2,000	2,000	2,000
Additional Airtime Minutes*	\$1.19	\$1.19	\$1.19
Dispatch minutes per month	Unlimited	Unlimited	Unlimited
Fax or Data access fee per month (see note 3 & 4)	\$15	\$15	\$15
Standard MSAT-G2 Tracking Monthly Access (see note 3 & 9)	\$7	\$7	\$7
Enhanced MSAT-G2 Tracking Monthly Access (see note 3 & 9)	\$19	\$19	\$19
MSAT-G2 Tracking Poll Rate (per poll)	\$0.60	\$0.60	\$0.60

\* Additional airtime minute rate applies to voice (telephone), fax, or data airtime use and is charged when telephone airtime usage has exceeded the included monthly airtime minutes.

**TALK GROUP OPTIONS**

Dial-In Dispatch	\$100	Per month per Talkgroup (800-access)
Dial-Out Dispatch	\$100	Per month per Talkgroup (Customer provides number)
Private Mode	\$200	Per month per Talkgroup
Additional Talkgroup Access	\$200	Per month per Talkgroup

**ACCOUNT MAINTENANCE**

Satellite Radio Activation Fee	\$50	Per satellite radio (one-time charge)
Satellite Radio Suspension Fee	\$16	Per satellite radio per suspension
Suspended Radio Monthly Fee	\$10	Per satellite radio per month while suspended
First Talkgroup Setup Fee	\$0	Included with activation
Additional Talkgroup Setup Fee	\$200	Per Talkgroup (one-time charge)
Voice Mail Activation Fee	\$10	Per satellite radio (one-time charge)

**NOTES**

1. All SkyTerra Satellite Service rate plans require a 7-year minimum contract commitment.
2. Subscribers must have a billing address in the United States or its territories.
3. Actual coverage is subject to verification. Performance may vary due to look angle and line-of-sight constraints. Feature availability (such as *MSAT-G2 Tracking* and *MSAT* data service) may vary by manufacturer and configuration of radio and antenna.
4. Airtime rate per minute also applies to airtime usage including voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for Satellite Telephone Service.
5. Included monthly airtime minutes will not be "rolled over" to subsequent month or pooled within an account.
6. Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at the specified airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates -- see <http://www.consumer.att.com/global/english/>). International tolls are rated to the prevailing Eastern Time and may vary by time of day.
7. There is an extra \$10 set-up fee for each call management feature requested. (ie: call waiting, call forwarding, voicemail, etc.)
8. Rates subject to change.
9. The one time suspension fee is applied at the time of suspension. There is no cost to reactivate a suspended unit.
10. *MSAT-G2 Tracking* is offered strictly with the *MSAT-G2 Satellite Radio*. The Standard *MSAT-G2 Tracking* option assumes subscribers will use their own application in accordance with SkyTerra's Application Interface documentation. The Enhanced *MSAT-G2 Tracking* option provides access to a web-based mapping application package. Position reports are automatically generated for telephone (or dispatch) calls; additional polling requests by subscriber are subject to the "per poll" fee.

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**IRIDIUM 9555 HANDHELD SATELLITE PHONE**

COMPONENTS INCLUDED:

PHONE

BATTERY

CARRY CASE

A/C CHARGER

D/C CHARGER

MAGNETIC ANTENNA

EARBUD

SIM CARD

RETAIL PRICE: \$1,695.00

CONTRACT PRICE: \$1,555.00

OPTIONAL PELICAN

WATERPROOF CASE \$125.00

**IRIDIUM 9555 HANDHELD SATELLITE PHONE AIRTIME PRICING**

GLOBAL COVERAGE AREA

500 MINUTE PREPAID SIM CARD GOOD FOR 1 YEAR FROM DATE OF ACTIVATION

WORLDWIDE CALLING WITH ALL LONG DISTANCE CHARGES INCLUDED

ALL UNUSED AIRTIME ROLLS OVER UPON RENEWAL OF SIM CARD

LOCAL DIALING TO IRIDIUM PHONE VIA CHANDLER EARTH STATION

RETAIL PRICING: \$749.95

CONTRACT PRICE: \$695.00

Note: Due to the hundreds of configurations for the Satellite Products mentioned above, only the most common Equipment and Services will be listed taking into consideration those products that have regularly been used in the past under County contract. Agency requests for products not specifically listed in the contract will be addressed on an individual basis and will be priced at discounted levels as were listed items.

## EXHIBIT B SCOPE OF WORK

### 1.0 INTENT:

The intent of this contract is to award a satellite equipment and services Contractor for the County. The County will reserve the right to add Contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in the best interest of the County and/or participating entities. The Contractor must make sure that all the latest technologies are included and will continue to be included for the term of the contract.

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Contractor per Exhibit A, a member of \$AVE may access this contract.

### 2.0 SCOPE OF WORK:

The Contractor shall provide satellite services to include equipment and connectivity for the term of the contract.

#### 2.1.1 SATELLITE TELEPHONE SERVICES:

**Contractor shall propose Satellite Telephone Services if they have these available.** They should describe the services and equipment available in detail. Include mobile, portable and fixed units as well as installation services in vehicles and/or buildings.

Describe your service levels including your multiple satellite capability in the event the primary satellite is inoperative.

##### 2.1.1.1 Coverage:

Coverage shall be 100% of the State of Arizona and CONUS, with optional worldwide service. The system shall not be susceptible to fades due to rainfall or other ionospheric and tropospheric conditions. The system should be capable of penetrating light buildings, but is not required to penetrate commercial grade buildings for telephonic communications. However, paging services should be able to penetrate most types of commercial structures.

##### 2.1.1.2 Price:

Airtime cost must be based upon random wide area calls, i.e., the airtime cost should be fixed for any call placed from within Arizona to any location in CONUS. Separate pricing for calls terminating through various other CONUS gateways outside Arizona are not acceptable. An international calling package may also be offered.

#### 2.1.2 On-GOING SYSTEM EVALUATION SAMPLE UNIT:

The Contractor shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract.

**2.1.3 USER INSTRUCTION MANUAL:**

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on-site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

**2.1.4 DEVELOPMENT DATA:**

The vendor shall agree to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

**2.1.5 THIRD PARTY BILLING:**

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

**2.1.6 BILLING ERRORS/CREDITS:**

In the event that the County, or participating agency, identifies a billing error, or both parties otherwise agree that a credit shall be issued on a particular account, vendor shall immediately apply said credit. Under no circumstances shall the vendor apply the credit more than 30 days from the date that the County, or participating agency, identified the billing error and/or agreed with the provider that a credit shall be issued. Upon application of credit, Vendor must provide the County, or participating agency, with some form of written verification that the credit has been applied, or that the billing error has been corrected. It is not acceptable for the County, or participating agency, to have to wait until the next monthly bill to confirm whether or not a credit was applied.

**2.1.7 MAINTENANCE (LOCAL):**

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventoried in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

**2.1.8 CURRENT PRODUCTS:**

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

**2.1.9 CARRIER COMPLIANCE WITH FCC 9-1-1 REQUIREMENTS:**

All Cellular/PCS carrier vendors awarded contracts under this RFP shall certify that they are in, and continue in full compliance with CURRENT FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location.

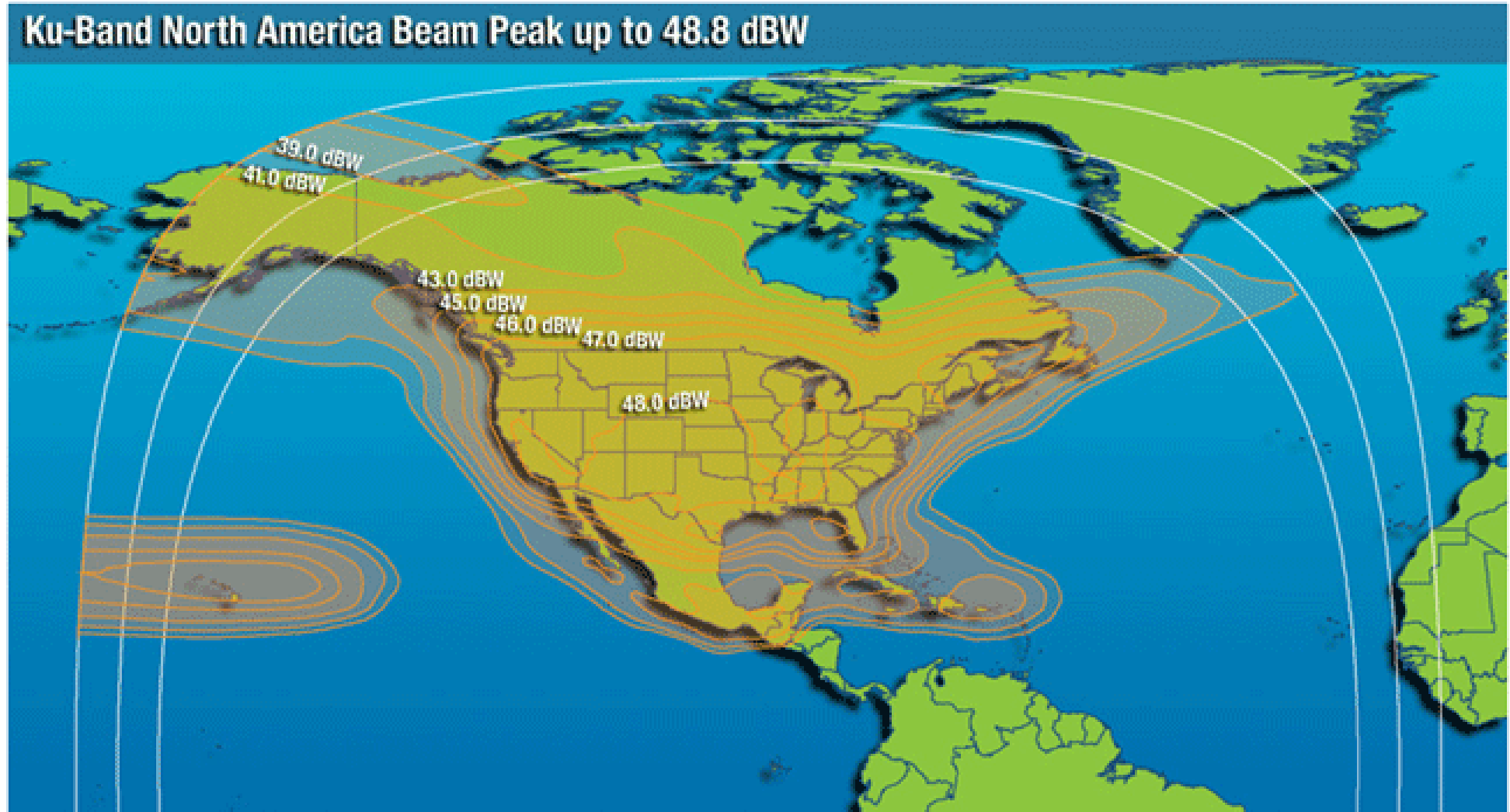
**2.1.10 STOCK:**

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

**2.1.11 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**EXHIBIT C**  
**MARICOPA COUNTY AND NATIONAL COVERAGE MAP**  
**VSAT COVERAGE MAP**



**CONTINENTAL MOBILE COMMUNICATION, P.O. BOX 27408, SCOTTSDALE, AZ 85255**

PRICING SHEET: 7255101

Terms:	NET 30
Vendor Number:	W000001550 X
Telephone Number:	480/368-1699
Fax Number:	480/368-1883
Contact Person:	Steve Fivelson
E-mail Address:	<a href="mailto:steve@cmcarizona.com">steve@cmcarizona.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>August 31, 2013.</b>